

**LIST OF EXHIBITS**

Exhibit A	List of Plaintiffs
Exhibit B	List of Cases in the Litigation
Exhibit C	List of Unfiled Claimants
Exhibit D	Plaintiff / Unfiled Claimant Release Form
Exhibit E	Testing Protocol
Exhibit F	Testing Election Form
Exhibit G	Standardized Test Report
Exhibit H	Stipulation of Dismissal
Exhibit I	List of Additional Plaintiffs (to come)
Exhibit J	Agreed Public Statement

# **Exhibit A**

## **List of Plaintiffs**

	<b>Plaintiff</b>
1	Adams, Greg
2	Ahern, Frederick
3	Aitken, Bradley
4	Anderson, Perry
5	Anderson, Shawn
6	Andrea, Paul
7	Bailey, Scott
8	Banks, Darren
9	Barrie, Doug
10	Bell, Bruce
11	Bennett, Curt
12	Bennett, Harvey
13	Bennett, William
14	Berard, Bryan
15	Berry, Rick
16	Bjugstad, Barry Scott
17	Bourdon, Marc-Andre
18	Boynton, Nicholas
19	Brennan, Richard
20	Brodeur, Richard
21	Brown, Keith
22	Burnett, Garrett
23	Butcher, Garth
24	Byers, Lyndon
25	Carcillo, Daniel
26	Carlson, Jack
27	Carr, Gene
28	Cassidy, Tom
29	Chambers, Shawn
30	Christian, David
31	Connor, Cam
32	Cullen, Barry John
33	Daniels, Scott
34	Danis-Pepin, Simon
35	Davis, Malcolm
36	Deveaux, Andre
37	Dillon, Gary
38	Doig, Jason

Exhibit A – List of Plaintiffs

	<b>Plaintiff</b>
39	Dollas, Bobby
40	Druken, Harold
41	Dubinsky, Steven
42	Duncan, Iain
43	Dunn, Richard
44	Dziedzic, Joe
45	Egers, Jack
46	Elik, Todd
47	Ferraro, Chris
48	Flockhart, Robert
49	Flockhart, Ron
50	Gaetz, Link
51	Hardy, Mark
52	Harris, William
53	Hartman, Michael
54	Harvey, Todd
55	Hicke, Ernest
56	Hofford, Jim
57	Hoffort, Bruce
58	Holmes, Warren
59	Holt, Stewart Randall
60	Horacek, Tony
61	Howatt, Garry
62	Huard, William "Billy"
63	Huscroft, Jamie
64	Hutchinson, David
65	Jensen, Steve
66	Jomphe, Jean Francois
67	Kannegiesser, Sheldon
68	Keczmer, Dan
69	Kennedy, Edward (Dean)
70	Krulicki, James
71	LaCouture, Dan
72	Lakovic, Sasha
73	Lalor, Mike
74	Langdon, Darren
75	Larose, Cory
76	Larson, Reed
77	Latendresse, Guillaume
78	Ledyard, Grant

Exhibit A – List of Plaintiffs

	<b>Plaintiff</b>
79	Leeman, Gary
80	Lessard, Frank
81	Liddington, Robert
82	Lundmark, Jamie
83	Manno, Robert
84	Maruk, Dennis
85	Maxwell, Brad
86	McAdam, Gary
87	McClanahan, Robert
88	Momesso, Sergio
89	Montador, Steve (Estate of)
90	Muni, Craig
91	Murdoch, Don
92	Murdoch, Robert
93	Murphy, Joe
94	Nicholls, Bernie
95	Norwich, Craig
96	Oliwa, Krzysztof
97	Parker, Jeff (deceased, on behalf of family and estate)
98	Parker, Scott
99	Patrick, Stephen
100	Payne, Steven
101	Pelensky, Perry
102	Peluso, Michael
103	Pesut, George
104	Petit, Michel
105	Pitlick, Lance
106	Pivonka, Michal
107	Poeschek, Rudy
108	Pokulok, Alexandre (Sasha )
109	Purinton, Dale
110	Quinn, Dan
111	Redmond, Craig
112	Rivers, John Wayne
113	Robins, Robert
114	Robitaille, Michael
115	Rohloff, Jon
116	Rourke, Allan
117	Ruskowski, Terry

Exhibit A – List of Plaintiffs

	<b>Plaintiff</b>
118	Savage, Brian
119	Schultz, Ray
120	Severson, Cam
121	Sexton, Daniel
122	Shevalier, Jeffrey
123	Simard, Martin
124	Simon, Christopher
125	Spring, Frank
126	Stevens, Kevin
127	Stevenson, Shayne
128	Stevenson, Turner
129	Stewart, John
130	Stewart, Paul
131	Stoughton, Blaine
132	Terrion, Greg
133	Titanic, Morris
134	Tselios, Nikos
135	Turnbull, Ian
136	Vaske, Dennis
137	Veitch, Darren
138	Walker, Kurt
139	Warriner, Todd
140	Watson, James
141	Westfall, Vernon
142	Williams, Warren (Butch)
143	York, Harry
144	Younghans, Tom
145	Zanussi, Ron
146	Zeidel, Larry (Estate of)

# **Exhibit B**

## **List of Cases**

MDL No. 14-2551 Associated Cases		
Case Name	Case Number	Date Filed
Gary Leeman, Bradley Aitken, Darren Banks, Curt Bennett, Richard Dunn, Warren Holmes, Robert Manno, Blair James Stewart, Morris Titanic, and Richard Vaive on their behalf and others similarly situated v. National Hockey League and NHL Board of Governors	1:13-cv-01856 D.D.C.	11/25/2013
Dan LaCouture, Dan Kecmer, Jack Carlson, Richard Brennan, Brad Maxwell, Michael Peluso, Tom Younghans, Allan Rourke, and Scott Bailey, Individually and on Behalf of All Others Similarly Situated v. National Hockey League	1:14-cv-02531 S.D.N.Y.	4/9/2014
David Christian, Reed Larson, and William Bennett on behalf of themselves and all others similarly situated v. National Hockey League	0:14-cv-01140 D. Minn.	4/15/2014
Dan Fritsche and Chris Ferraro on behalf of themselves and those similarly situated v. National Hockey League	1:14-cv-05732 S.D.N.Y.	7/25/2014
Jon Rohloff, on behalf of himself and all others similarly situated v. National Hockey League	0:14-cv-03038 D. Minn.	7/29/2014
Cory Larose, on behalf of himself and all others similarly situated v. National Hockey League	0:14-cv-03410 D. Minn.	9/8/2014
Sasha Pokulok and Simon Danis-Pepin, on behalf of themselves and all others similarly situated v. National Hockey League	0:14-cv-03477 D. Minn.	9/17/2014
Joe Murphy, on behalf of himself and all others similarly situated v. National Hockey League	0:14-cv-04132 D. Minn.	10/2/2014
Greg Adams; Rick Berry; Richard Brodeur; Shawn Chambers; Todd Elik; Robert Goring; Mark Hardy; Michael Hartman; Todd Harvey; Tony Horacek; Garry Howatt; Dave Hutchinson; Jean Francois Jomphe; Edward Kennedy; Mike Lalor; Darren Langdon; Emmanuel Legace; Jamie Lundmark; Sergio Momesso; Jeff Parker; Stephen Patrick; Craig Redmond; Terry Ruskowski; Brian Savage; Jeffrey Shevalier; Turner Stevenson; German Titov; Todd Warriner; Vernon Westfall on behalf of themselves and all others similarly situated v. National Hockey League	0:15-cv-00472 D. Minn.	2/9/2015

<b>MDL No. 14-2551 Associated Cases</b>		
Cam Severson, on behalf of himself and all others similarly situated v. National Hockey League	2:15-cv-06411 C.D. Cal.	8/21/2015
Michel Petit, Steve Payne, Kurt Walker, Malcolm Davis, Gary McAdam, Greg Terrion, Dennis Vaske and Keith Brown, on behalf of themselves and all others similarly situated v. National Hockey League, NHL Enterprises, Inc., and The NHL Board of Governors	0:15-cv-03666 D. Minn.	9/14/2015
Krzysztof Oliwa, Kevin Stevens, Deron Quint, and Rudy Poeschek on behalf of themselves and all others similarly situated v. National Hockey League, NHL Enterprises, INC., and The NHL Board of Governors	0:15-cv-03904 D. Minn.	10/20/2015
Craig Muni, Warren “Butch” Williams, Lance Pitlick, Jason Doig, Dennis Maruk, Bobby Dollas, Gene Carr, Harry York, Ron Flockhart, Robert Murdoch, Blaine Stoughton, Frank Spring, Don Murdoch, Tom Cassidy, Cam Connor, Jim Hofford, Sasha Lakovic, Martin Simard, Shayne Stevenson, Harold Druken, Lyndon Byers, Michal Pivonka, Joe Dziedzic, and Barry Scott Bjugstad on behalf of themselves and all others similarly situated v. National Hockey League, NHL Enterprises Inc., and The NHL Board of Governors	0:15-cv-04191 D. Minn.	11/23/2015
Paul Montador, Executor and Estate Trustee of the Estate of Steven R. Montador, Deceased v. National Hockey League and National Hockey League Board of Governors	1:15-cv-10989 N.D. Ill.	12/8/2015
Grant Ledyard, Link Gaetz, Doug Barrie, Jack Egers, Dale Purinton, Gary Dillon, Robert Flockhart, Paul Stewart, Steve Jensen, Shawn Anderson, Nikos Tselios, and Michael Robitaille on behalf of themselves and all other similarly situated v. National Hockey League, NHL Enterprises, Inc., and The NHL Board of Governors	0:16-cv-00248 D. Minn.	2/3/2016
Darren Veitch, Sheldon Kannegiesser, Steven Dubinsky, Jamie Huscroft, Ron Zanussi, John Stewart, Robert McClanahan, William “Billy” Huard, Iain Duncan, Frank Lessard, John Wayne Rivers, Daniel Sexton, Marc-Andre Bourdon, Ray Schultz, Andre Deveaux, Garrett Burnett, Robert Liddington, Bruce Hoffort, Perry Pelensky, and Robert Robbins v. National Hockey League and National Hockey League Board of Governors	0:16-cv-02683 D. Minn.	8/9/2016

<b>MDL No. 14-2551 Associated Cases</b>		
George Bradley, as administrator of the Estate of Lazarus Zeidel v. National Hockey League and National Hockey League Board of Governors	0:16-cv-03156 D. Minn.	9/22/2016
Christopher Simon, Frederick Ahern, Perry Anderson, Paul Andrea, Harvey Bennett, Scott Daniels, William Harris, Stewart Randall Holt, James Krulicki, Guillaume Latendresse, Craig Norwich, and George Pesut v. National Hockey League and NHL Board of Governors	0:17-cv-01586 D. Minn.	5/12/2017
Daniel Carcillo, Nicholas Boynton	0:18-cv-01715 D. Minn.	6/21/2018
Mark Hardy v. NHL et al.	BC718093 L.A. Super. Ct.	8/15/2018
Bryan Berard v. NHL et al.	BC718095 L.A. Super. Ct.	8/15/2018
Barry John Cullen v. NHL et al.	BC718249 L.A. Super. Ct.	8/15/2018
Garth Butcher v. NHL et al.	BC718250 L.A. Super. Ct.	8/15/2018
Ian Turnbull v. NHL et al.	BC718251 L.A. Super Ct.	8/15/2018
J.P. et al. v. NHL et al. (on behalf of Jeff Parker)	BC719056 L.A. Super Ct.	8/23/2018
Dan Quinn v. NHL et al.	BC719462 L.A. Super Ct.	8/27/2018

# **Exhibit C**

## **List of Unfiled Claimants**

***In Re: National Hockey League Players' Concussion Injury Litigation***  
**MDL No. 14-2551**

Inventory of Unfiled Clients

No.	First Name	Last Name
1	Joe	Motzko
2	Ben	Eager
3	Matt	Johnson
4	Grant C.	Jennings
5	Steve	MacIntyre
6	Adam	Spylo f/k/a Nittel
7	Brandon	Sugden
8	Larry	Patey
9	Pete	Ferraro
10	Blair	Stewart
11	Garry	Unger
12	Brian	Glennie
13	Jean	Christopherson
14	Doug	Doull
15	Bryan	Maxwell
16	Brent	Ashton
17	Denis	Chasse
18	Bob	Cunningham
19	James	Delory
20	Tom	Gorence
21	Danny	Hodgson
22	Marc	Laforge
23	Claude	Lapointe
24	Bob	Paradise
25	Steve	Quailer
26	Jody	Robinson
27	Jeffrey	Teal
28	Mickey	Volcan
29	Howard Keith	Walker
30	Brian	Wilks
31	Kevin	Doell
32	Jared	Newman
33	James	Riley
34	Dave	Shaw
35	Jason	Dawe
36	Bill	Armstrong
37	Frank	Beaton
38	Dan	Bolduc
39	Bob	Bourne
40	Gordon	Buynak
41	Lindsay	Carson
42	Robert	Cimetta
43	Kevin	Colley
44	Larry	DePalma

***In Re: National Hockey League Players' Concussion Injury Litigation***  
**MDL No. 14-2551**

Inventory of Unfiled Clients

No.	First Name	Last Name
45	William "Bill"	Derlago
46	Brian	Dobbin
47	Doug	Favell
48	Craig	Fisher
49	Mark	Fitzpatrick
50	Michael	Zigomanis
51	Kyle	Freadrich
52	Daniel	Gare
53	Steve	Gotaas
54	Gilles	Gratton
55	Jocelyn	Guevremont
56	Ed	Hospodar
57	Greg	Hotham
58	Darren	Jensen
59	Kevin	Kaminski
60	Ed	Kastelic
61	Bob J.	Kelly
62	John R.	Kelly
63	Krys	Kolanos
64	Paul	Kruse
65	Francois	Leroux
66	Lonnie	Loach
67	Tommy	Lysiak
68	Wayne	Maki
69	Jimmy	Mann
70	Moe	Mantha
71	Richard	Matvichuk
72	Alexander (Sandy)	McCarthy
73	Kevin	McClelland
74	Tony	McKegney
75	Larry	Melnyk
76	Kevin	Miehm
77	Richard	Mulhern
78	Bob	Neely
79	Kraig	Nienhuis
80	Joseph Rosaire	Paiment
81	Wilfrid	Paiment
82	Gregory	Pankewicz
83	Greg	Parks
84	Scott	Pearson
85	Stephen	Peat
86	Theo	Peckham
87	Tom	Pederson
88	Robert	Picard

***In Re: National Hockey League Players' Concussion Injury Litigation***  
**MDL No. 14-2551**

Inventory of Unfiled Clients

No.	First Name	Last Name
89	Shaun "Pat"	Price
90	Brian	Propp
91	Dan	Quinn
92	Steve	Rice
93	Dave	Richter
94	Rene	Robert
95	Phillip	Roberto
96	Pavel	Rosa
97	Terry	Ryan
98	Peter	Scamurra
99	Richard	Scott
100	Darrell	Scoville
101	Dan	Seguin
102	Richard	Seiling
103	Ron	Serafini
104	Bobby	Sheehan
105	Martin	Simard
106	Jason	Simon
107	Warren	Skorodenski
108	Louis	Sleighter
109	Doug	Smail
110	Doug	Smith
111	Derek	Smith
112	Greg	Smyth
113	Frank	Spring
114	Jeremy	Stevenson
115	Andy	Sutton
116	William (Billy)	Tibbetts
117	Jack	Valiquette
118	Mick	Vukota
119	Mike	Ware
120	Chris	Wells
121	John (Mitch)	Wilson
122	Brendan	Witt
123	Dody (Darin)	Wood
124	Frank	Bathe
125	Ken	Belanger
126	Luciano	Borsato
127	Jesse	Boulerice
128	Kevin	Brown
129	Adam	Burt
130	Don	Edwards
131	Lou	Franceschetti
132	Aaron	Gavey

***In Re: National Hockey League Players' Concussion Injury Litigation***  
**MDL No. 14-2551**

Inventory of Unfiled Clients

No.	First Name	Last Name
133	Jere	Gillis
134	Jim	Hargreaves
135	Pat	Hickey
136	Pat	Jablonski
137	Dan	Johnson
138	John	Kelly
139	Gary	Kurt
140	Mark	LaForest
141	Tom	Laidlaw
142	Kevin	LaVallee
143	Morris	Lukowich
144	Dan	Marois
145	Steve	Martinson
146	Brian	McDonald
147	Walt	McKechnie
148	Lee	Norwood
149	Terry	O'Reilly
150	Danny	O'Shea
151	Kurt	Sauer
152	Darrin	Shannon
153	Darryl	Shannon
154	Denis	Smith
155	Scott	Talmid
156	Joey	Tetarenko
157	John	Tripp
158	Tim	Watters
159	Tom	Williams
160	Michael	Bloom
161	William	Butters
162	Kelli (Todd)	Ewen
163	Bryan	Erickson
164	Norman	Ferguson
165	Brent	Hughes
166	Craig	Janney
167	David	Jensen
168	Michael	Lauen
169	Dominic	Roussel
170	Tom	Songin
171	Andre	St. Laurent
172	Blair	Stewart

# **Exhibit D**

## **Form of Release**

**RELEASE AND COVENANT NOT TO SUE**

1. I, \_\_\_\_\_ the undersigned Releasing Party ("Releasing Party"), am either (i) a plaintiff in a lawsuit against the National Hockey League alleging, among other things, head trauma and concussion and/or sub-concussive related injuries that was either filed in, removed to, or transferred to the U. S. District Court for the District of Minnesota ("Court") and was pending in the Court as of October 1, 2018, along with other related cases, or filed in state court (collectively the "Litigation"), or (ii) a former professional ice hockey player who had retained one or more of the Plaintiffs' Counsel in connection with claims against the National Hockey League for Alleged Injuries, Conditions, and Risks (defined below) that remain unfiled in any court.

**Definitions**

2. "Alleged Injuries, Conditions, and Risks" means: (i) mild, acute, and/or repetitive or cumulative head trauma or head injuries, including but not limited to concussions and/or sub-concussive impacts to the head, and/or brain injuries of any kind or nature; (ii) acute and/or repetitive or cumulative head and/or brain injuries or impairment; (iii) related symptoms, conditions, and/or syndromes allegedly arising from or relating to (i) and/or (ii) above, including without limitation, headaches, dizziness, irritability, motion sickness, memory loss, inability to concentrate, disorientation and balance problems, nausea, sensitivity to light, pressure in head, mood swings, change of personality, anxiety, stress, sleeping problems, depression, fatigue, weakness, fainting sensations, blurred vision, tinnitus or ringing in ears, post-traumatic headaches, seizures, cognitive deficits or impairments, sleep deprivation, alcoholism or alcohol abuse, drug addiction or drug abuse; (iv) the current development and manifestation of, and/or the risk of the future development and manifestation of, the related symptoms, conditions or syndromes in (iii) above, latent neurodegenerative, psychological, or neurocognitive diseases, syndromes or conditions, including but not limited to, post-concussion syndrome, persistent post-concussion syndrome, later onset post-concussion syndrome, dementia, frontotemporal dementia, lewy body dementia, amyotrophic lateral sclerosis ("ALS"), Parkinson's disease, Alzheimer's disease, tic disorders, seizure disorders, chronic traumatic encephalopathy ("CTE"), traumatic encephalopathy syndrome ("TES"), white and/or gray matter loss, and/or neuronal protein degradation or injury, as well as any cognitive, mood, personality, substance abuse, or behavioral conditions; (v) death; and/or (vi) any other injuries, conditions, and risks that Plaintiffs, individually or collectively, are alleging in the Litigation and the Unfiled Claimants are alleging on an unfiled basis.
3. "Governmental Authority" means: (i) the United States federal government, or any state, the District of Columbia, territory, or possession of the United States, or other political subdivision within the United States, and (ii) any department or agency of a government referenced in (i) above.
4. "Lien" means any known, actual, or asserted lien, subrogation right, third-party interest or adverse claim, whether statutory or otherwise, in relation to Medicare or Medicaid, any

Governmental Authority, third-party provider/payor, bankruptcy trustee, or any lawyer or law firm related to Alleged Injuries, Conditions, and Risks of any Settling Person.

5. “Member Clubs of the NHL” or “Member Club” means: (i) any past or present member club of the National Hockey League, (ii) any past or present American Hockey League (“AHL”) club ever owned by or affiliated with any member club of the National Hockey League, and (iii) any past or present East Coast Hockey League (“ECHL”) club ever owned by or affiliated with any member club of the National Hockey League.
6. “NHL Entities” means the National Hockey League, NHL Board of Governors, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises, Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V., Intra-Continental Ensurers, Limited, NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., NHL WCH 16, LP, NHL WCH 16, Inc., NHL WCH 16 Canada Holdco, Inc., NHL WCH 16 US, LP, NHL WCH 16 US GP, LLC, NHL WCH 16 US Holdco, LLC, any entity that may be formed by the Member Clubs of the NHL generally after the date of this Agreement, and each of their respective subsidiaries and other such past, present or future affiliates (all of the foregoing entities, including the NHL but excluding the Member Clubs of the NHL, are the “NHL Entities”).
7. “Released Person” or “Released Persons” means: (i) the National Hockey League, (ii) the NHL Board of Governors, (iii) NHL Enterprises, Inc. (iv) each of the other NHL Entities (as defined below), (v) each of the Member Clubs of the NHL (as defined below), (vi) any future, re-located or expansion member clubs of the National Hockey League, (vii) any past or present medical directors, physicians, neuropsychologists, athletic trainers, athletic therapists, healthcare professionals, hospitals or other health care facilities or providers connected with the supervision, care, treatment, testing or evaluation of professional ice hockey players who are or who were Plaintiffs in the Litigation, Unfiled Claimants or Additional Plaintiffs, at any time on behalf of any of the Persons listed in clauses (i) through (vi) of this Section, (viii) the NHL Players’ Association (“NHLPA”), (ix) for each Person referred to in clauses (i) through (viii) of this Section, inclusive, each of their respective past, present, and/or future, direct or indirect, parents, subsidiaries, divisions, affiliates, predecessors, joint ventures, joint venturers, transferees, and each of their respective past, present or future, direct or indirect, owners, partners, general or limited partners, members, shareholders, principals, directors, officers, agents, trustees, managers, employees, governors, general managers, assistant general managers, consultants, medical consultants, coaches, assistant coaches, physicians, neuropsychologists, athletic trainers, athletic therapists, advisors, attorneys, representatives, heirs, trustees, executors, estate administrators, and benefit plan managers, (x) the respective insurers of all such Persons referred to in clauses (i) through (vi) of this Section, ), including all Persons insured under those respective policies, inclusive, to the extent of their capacity as the insurer of such Persons, and (xi) the successors and assigns of all such Persons referred to in clauses (i) through (x) above.
8. “Releasing Party” or “Releasing Parties” means: (i) me and (ii) any and all persons who, by reason of their relationship with or to me, could independently, derivatively or otherwise, have or could have sued the National Hockey League or any other Released

Person, or could sue them following my death but for this Release, including any and all of my respective heirs, beneficiaries, next of kin, spouse, domestic partners, executors, administrators, trustees, guardians, successors, and assigns.

9. “Reserved Claims” means: (a) any workers’ compensation claims of any kind, or (b) commercial, business, or other disputes unrelated to Alleged Injuries, Conditions, and Risks.
10. In addition to the terms defined above, all other defined terms (with initial capitalization) or symbol used throughout this Release that are not otherwise defined herein have the definitions given them in the Settlement Agreement between the National Hockey League, the NHL Board of Governors, and NHL Enterprises, Inc. (collectively, the “NHL”) on the one hand and Plaintiffs’ Counsel on the other hand, where I am either: (i) a Plaintiff named on Exhibit A and my case is listed on Exhibit B, (ii) an Unfiled Claimant named on Exhibit C, or (iii) an Additional Plaintiff named on Exhibit I, to the Settlement Agreement (“Settlement Agreement”).

#### **Agreement with Terms of Settlement Agreement**

11. I understand and agree to the terms of the Settlement Agreement and understand and agree that: (i) the terms of the Settlement Agreement govern the settlement and resolution of my Claims (as defined below) and lawsuit (if I am a Plaintiff), and (ii) I will be given the opportunity to participate in the Testing provided pursuant to the Settlement Agreement, and if qualified, obtain an additional payment from the Additional Payment Fund as provided in the Settlement Agreement and in accordance with the criteria established for such payments, and (iii) that the final decisions of the Claims Administrator under the Agreement will be binding and Non-Appealable. I acknowledge that I have been given the opportunity to review the Settlement Agreement prior to my execution of this Release and to have all my questions answered by my counsel. I understand that I may settle my Claims by this Release (and a Stipulation of Dismissal if I am a Plaintiff) and receive a Settlement Payment without participating in the optional Testing being made available under the Agreement.

#### **Release**

12. In consideration for: (i) the NHL's entering into the Settlement Agreement, (ii) the significant expenses being incurred by the National Hockey League in connection with the Settlement Agreement, and (iii) provided the Effective Date is reached, the benefits provided by the Settlement Agreement, all of which have been explained to me and which I understand, including: (a) an Individual Settlement Amount of \$22,000.00 for Settling Plaintiffs and Settling Unfiled Claimants, (b) an Individual Settlement Amount of \$22,000.00 for Settling Additional Plaintiffs that may be subject to a pro rata reduction, (c) a Settling Plaintiff Service Award of \$10,000.00 for contributions to the Litigation made by the six (6) Plaintiffs entitled to such an award under the Settlement Agreement, (d) a Plaintiff Fact Sheet Supplement of \$4,000.00 for the 138 Settling Plaintiffs who completed and submitted a Fact Sheet as required by the Court or claimant-specific interrogatory responses, (e) the right and opportunity to participate in

the Testing as defined and governed by the terms of the Settlement Agreement, and (f) if eligible as a result of the Testing, potentially to receive payment from the Additional Payment Fund in an amount not to exceed seventy-five thousand dollars (\$75,000.00) based on the Settlement Agreement and the criteria to be established by the Claims Administrator, in consultation and cooperation with Plaintiffs' Counsel, and (g) other good and valuable consideration, including the establishment of the Common Good Fund, the establishment of the Administrative Expenses Fund, and the payment of Attorneys' Fees and Costs, I hereby give and make the following releases, waivers, acknowledgements and agreements on behalf of myself and other Releasing Parties for the benefit of the Released Persons (this "Release").

13. In return for the good and valuable consideration described in Paragraph 12 above, the receipt and sufficiency of which is acknowledged, subject to the provision of Paragraph 18 below, if applicable, and excepting the Reserved Claims (the exception to which the NHL for itself and on behalf of all Released Persons expressly agrees), I, on behalf of myself and other Releasing Parties, do hereby knowingly and voluntarily **RELEASE, REMISE, WAIVE, ACQUIT and FOREVER DISCHARGE** the Released Persons and each of them from:

- (a) any and all past, present and/or future rights, remedies, actions, claims, counterclaims, demands, causes of action, suits at law or in equity, verdicts, suits of judgments, judgments and/or Liens (including any of the foregoing) for wrongful death, personal injury and/or bodily injury, sickness, disease, emotional distress and/or injury, mental or physical pain and/or suffering, emotional and/or mental harm, anguish, fear or risk of disease or injury, fear or risk of future disease or injury, fear or risk of death, loss of enjoyment of life, loss of society, loss of companionship, loss of income, loss of wages, loss of consortium, past or future medical expenses, reimbursement, future cost of insured services, past cost of insured services or any other form of injury, and including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, medical monitoring costs, exemplary damages, punitive damages, penalties, or any other form of damages whatsoever, whether past, present or future, and whether based upon contract, breach of contract, warranty or covenant, breach of warranty or covenant, tort, negligence, failure to warn, failure to prevent, failure to diagnose, failure to treat, strict liability, gross negligence, recklessness, willful or wanton conduct, malice, oppression, conscious disregard, joint and several liability, guarantee, contribution, reimbursement, subrogation, indemnity, defect, fault, misrepresentation, fraudulent concealment, common law fraud, statutory consumer fraud, quantum meruit, breach of fiduciary duty, violation of statutes or administrative regulations and/or any other legal (including common law), statutory, equitable or other theory or right of action, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, accrued or not accrued, past, present or future, or now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner that in any way arise from, relate to, or may be in any way connected with the allegations, transactions,

facts, matters, occurrences, presentations or omissions involved or set forth in, referred to or relating to the Alleged Injuries, Conditions, and Risks and/or the Litigation (collectively "Claims"), including, without limitation, Claims:

- (i) that were, are, or could have been asserted, in the operative Second Amended Consolidated Class Action Complaint filed in the Litigation and/or the operative complaint in any underlying or related lawsuit; and/or
- (ii) arising out of, relating to, or in connection with the Alleged Injuries, Conditions, and Risks, of whatever cause and whatever kind or degree of damages (whether short-term, long-term or death) whenever arising as a result of such Alleged Injuries, Conditions, and Risks and/or the exacerbation and/or progression thereof; and/or
- (iii) arising out of, relating to, or in connection with the future development, manifestation, and/or diagnosis of any Alleged Injuries, Conditions, and Risks of whatever cause and whatever kind or degree of damages (whether short-term, long-term or death) whenever arising as a result of such Alleged Injuries, Conditions, and Risks and/or the exacerbation and/or progression thereof; and/or
- (iv) arising out of, relating to, or in connection with increased risk, possibility, or fear of suffering in the future from any Alleged Injuries, Conditions, and Risks,

which I and other Releasing Parties may have ever had, may now have, or at any time hereafter may have in the future against any Released Person; and/or

- (b) any and all debts, liabilities, covenants, promises, contracts, agreements and/or obligations of whatever kind, nature, description or basis, whether fixed, contingent or otherwise, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, or accrued or not accrued, which in any way arise from, relate to, or may be in any way connected with Alleged Injuries, Conditions, and Risks, and/or with any injury, losses, or damages ever claimed, or may at any time in the future claim, to have been caused, in whole or in part, by Alleged Injuries, Conditions, and Risks (collectively subpart (b) are "Liabilities"), which any Released Person may have ever had, may now have or at any time hereafter may have to me or other Releasing Parties, as may be modified below.

**These Claims and Liabilities are the "Released Claims and Liabilities." This Release is irrevocable upon its execution and delivery to the Claims Administrator for the benefit of the NHL, but if the Effective Date of the Settlement Agreement is not reached, this Release will be null and void *nunc pro tunc* and returned to me.**

14. Subject to the provisions of Paragraph 18, this Release is expressly intended to include and does include any and all Released Claims and Liabilities that Releasing Parties may

now or hereafter have, acquire or assert against Released Persons arising by virtue of any common law and/or statutory claim for loss of consortium, loss of society, loss of companionship, loss of services and/or for wrongful death, or any amendments thereto or interpretations thereof.

15. I, on behalf of my estate and other Releasing Parties, release, waive, and give up any and all right to and claim of liability against Released Persons, pecuniary loss, injury or damage as defined under the applicable wrongful death statute, which might accrue to my estate or other Releasing Party by virtue of death, if such claims arise in any way from, are related to, or are in connection with the Released Claims and Liabilities. I, on behalf of myself and other Releasing Parties, acknowledge receipt of fair, just and adequate consideration for any Claims for any future wrongful death claim arising from or relating to the Released Claims and Liabilities. It is expressly understood and agreed by me on behalf of myself and other Releasing Parties that a substantial reason and consideration of the NHL in forbearing from any further steps in defending this Claim in the Litigation and in agreeing to the Settlement Agreement is the settlement, Release, waiver, and elimination at this time of any and all Claims that Releasing Parties or others have now or in the future might have, absent this Release, for wrongful death arising from, related to, or in connection with any Released Claims and Liabilities.
16. I, on behalf of myself and other Releasing Parties, specifically agree and undertake to indemnify and hold Released Persons harmless from and against any future wrongful death or survival claims arising from, related to, or in connection with the Released Claims and Liabilities that may be brought by any Releasing Party, and such indemnification and hold harmless agreement includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs and all other costs and expenses of defending any such claim or other Claim or Liability for wrongful death.
17. To the extent I elect to participate in the Testing, I, on behalf of myself and other Releasing Parties, also release, waive, and give up any and all right to and claim of liability against Released Persons for any events, acts or omissions, arising out of, relating to, or in connection with: (i) the scheduling and performance of the Testing, (ii) the scope of the Testing, (iii) the Standardized Test Reports, (iv) basic blood work, if any, (v) qualifying referred neurologist examinations, if any, (vi) travel costs and expenses, except as expressly set forth in the Settlement Agreement, (vii) the Additional Payment Fund, (viii) any payments awarded or not awarded from the Additional Payment Fund, and/or (ix) any benefits, services, procedures or tests obtained from, or reimbursed in whole or in part by, the use of payments disbursed from the Additional Payment Fund.
18. Notwithstanding any provision to the contrary above, to the extent that I (and/or other Releasing Parties) have rights to any retirement pension or disability benefits pursuant to a collective bargaining agreement with the National Hockey League or any of its Member Clubs that I (and/or other Releasing Parties) currently receive or may be entitled to in the future, this Release does not impact, change, or release those benefits. In addition, if the National Hockey League negotiates any further pension or disability benefits that are retroactive to previously retired players, this Release will not release any right to claim

such benefits. However, for clarity, should the National Hockey League collectively bargain and agree to new or additional pension or disability benefits applicable only to current National Hockey League players and future National Hockey League player retirees, I (and other Releasing Parties) will not be entitled to such benefits.

19. For clarity, this Release does not waive, remise, acquit, discharge, or release the Reserved Claims, although this express exception of the Reserved Claims from the Released Claims and Liabilities is without prejudice and does not waive or limit any available defenses, positions, or arguments of the NHL or any Released Persons in connection with such Reserved Claims.
20. I, on behalf of myself and other Releasing Parties, acknowledge that I (and other Releasing Parties) may in the future learn of additional or different facts as they relate to the Released Claims and Liabilities, the Released Persons' activities, and/or any injury I (and other Releasing Parties) have ever claimed, or may at any time in the future claim, was caused, in whole or in part, by Released Persons. I, on behalf of myself and other Releasing Parties, understand and acknowledge the significance and consequences of releasing all of the Released Claims and Liabilities and hereby (on my own behalf and on behalf of any other Releasing Party) assume full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that I (and other Releasing Parties) may incur or discover in the future. To the extent that any law, statute, ordinance, rule, regulation, case, court order, judicial process or other legal provision or authority (each a "Law"), including, but not limited to, the provisions of Section 1542 of the California Civil Code, may at any time purport to preserve my and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, I, on behalf of myself and other Releasing Parties, hereby specifically waive and relinquish (to the fullest extent permitted by law) the provisions, rights and benefits of these laws, including without limitation §1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

21. I, on behalf of myself and other Releasing Parties, also hereby expressly waive and fully, finally and forever settle and release any and all Released Claims and Liabilities that I, and any other Releasing Party, may have against Released Persons under § 17200, et seq., of the California Business and Professions Code or by any law of the United States or of any state or territory of the United States or other country, province or jurisdiction, or principle of common law, which is similar, comparable or equivalent to such provisions.
22. I, on behalf of myself and other Releasing Parties, acknowledge and agree that, upon the execution and delivery of this Release to the Claims Administrator for the benefit of the NHL, the releases set forth in this Release are irrevocable by me, but if the Settlement Agreement is terminated, the releases set forth in this Release will be null and void *nunc*

*pro tunc* and this Release will be returned to me. If the Effective Date is reached, the provisions of this Release are unconditional, inure to the benefit of each Released Person, and are intended to have the effect that Released Persons shall never be called upon to pay any further sums or expenses, including compensatory or other damages of any kind whatsoever, or be liable, directly or indirectly, to any of the Releasing Parties for the Released Claims and Liabilities, or to any Person seeking contribution and/or indemnity from the Released Persons arising from, relating to, or on connection with, the Released Claims and Liabilities.

23. **WITHOUT LIMITING THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, CONSCIOUS DISREGARD, FRAUD, FRAUDULENT CONCEALMENT, OPPRESSION, MISREPRESENTATION, MALICE, AND/OR CONDUCT OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, WILLFUL, WANTON, OR INTENTIONAL CONDUCT) BY ONE OR MORE RELEASED PERSON AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, DAMAGES OF ANY KIND, OR FOR A WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME BY OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS, THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.**

#### **Covenant Not To Sue**

24. I, on behalf of myself and other Releasing Parties, also hereby expressly covenant and agree: (i) not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, support, or consent to any action or proceedings against any of the Released Persons in any way arising from, related to, or in connection with the Released Claims and Liabilities, and (ii) not to be a recipient or beneficiary, directly or indirectly, of any financial or other benefit relating to any such action or proceeding, in any jurisdiction in the United States and Canada, other than as set forth in this Agreement. I, on behalf of myself and other Releasing Parties, further agree and covenant that I will not take any legal or other action to initiate, pursue or maintain a claim against the Claims Administrator, the Lien Administrator, Testing Administrator, the NHL or other Released Persons or any other Person, or any employee, agent or representative of the Claims Administrator, Lien Administrator, or Testing Administrator, arising out of, relating to, or in connection with: (i) the Testing, including but not limited to the Testing and its scope, Standardized Test Reports, basic blood work, if any, qualifying referred neurologist examinations, if any, travel costs and expenses, except as expressly set forth in the Settlement Agreement, (ii) the Additional Payment Fund, (iii) any payments awarded or not awarded from the Additional Payment Fund, (iv) the resolution of Liens, and/or (v) any benefits, services, procedures or tests obtained from, or reimbursed in whole or in part by, the use of payments disbursed from the Additional Payment Fund, except for

future medical malpractice by a medical professional or for willful misconduct by that other Person who is not a Released Person.

**Attorneys' Fees and Costs**

25. I acknowledge and understand that, as provided for in the Settlement Agreement, the National Hockey League is paying the Settling Plaintiffs' Attorneys' Fees and Costs in the aggregate amount of Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000.00), which payment will be in lieu of, and in full satisfaction of, any payments that may be or become due by me under any fee and cost payment provisions of any retention agreements between myself and my Counsel because my Counsel has agreed to relieve me of any fee and cost payment provisions in any such retention agreement. I also understand that neither the National Hockey League nor any other Released Person shall have any further obligation or liability to pay attorneys' fees and costs incurred in connection with my Released Claims and Liabilities.
26. It is further agreed and understood that if I am a Plaintiff in the Litigation, upon my execution of this Release, a Stipulation of Dismissal With Prejudice of the pending Claims brought by me or on my behalf as described above shall be provided to the NHL with my consent and at my direction and shall be filed in the Court if the Effective Date is reached, thereby concluding my Claims and lawsuit with prejudice in accordance with the terms of the Settlement Agreement.

**Protected Information, Liens, and Other Third-Party Payors**

27. I authorize and consent to the Claims Administrator's, Lien Administrator's, and any Released Person's possession and use of any personal or protected information (e.g., social security number, date of birth, protected health or medical information under federal, state, provincial, territory, or other law of any jurisdiction) in connection with any Settlement Payment (including providing such information to the Claims Administrator, Lien Administrator, Escrow Agent, counsel to the Parties, third-party administrator of the Additional Payment Fund, if applicable, the Testing Administrator, if applicable, or any of their agents, employees, or insurers). I further agree to execute any required authorization forms necessary to comply with this Release and any other terms of the Settlement Agreement.
28. I agree to indicate on this Release if I am or ever was enrolled in Medicare, Medicaid, or other Governmental Authority health care program. I also agree to cooperate fully with the NHL, Plaintiffs' Counsel, the Claims Administrator, and the Lien's Administrator and their respective counsel and agents, by executing any and all documents and providing such additional information as may be requested and/or required by or on behalf of the NHL to comply with any reporting or compliance requirements, such as Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 or those of any other Governmental Authority. I, on behalf of myself and other Releasing Parties, also expressly release and waive any private cause of action I or any other Releasing Party may have against Released Persons under 42 U.S.C. 1395y(b)(3)(A) arising from, relating to, or in connection with the availability of future Medicare-covered expenses. I,

on behalf of myself and other Releasing Parties, confirm that I have met and/or will meet any requirements of any Governmental Authority in relation to a Lien to disclose the Litigation and my Settlement Payment and I have obtained and/or will obtain any required approvals from the Governmental Authority in relation to a Lien arising from, related to, or in connection with the Litigation and my Settlement Payment.

29. I understand and acknowledge that I am solely responsible for any Liens (as defined below). I represent, warrant and agree that I will instruct my Counsel to hold in escrow from any Settlement Payment and not disburse to me funds sufficient to resolve any such Liens or encumbrances. Furthermore, I agree that I will discharge any or all such Liens or encumbrances for which I am responsible for their resolution, including any obligation to reimburse Medicare, Medicaid, or other Governmental Authority health care program. I also understand and acknowledge that any Settlement Payment will be made, in part, in reliance upon the terms of this Paragraph 29.
30. In addition to and without limitation of the foregoing, I, on behalf of myself and other Releasing Parties, hereby agree, jointly and severally, to indemnify and hold harmless the Released Persons from and against any and all damages, losses, costs (including, but not limited to, court costs), expenses (including legal fees and expenses), fines, penalties or Liabilities incurred or suffered by, or imposed on, any Released Person in connection with, arising out of or resulting from any Claim made or asserted at any time against any Released Person with respect to any Settlement Payments made to me (or the right to receive any such Settlement Payments) by any Person at any time holding or asserting any Lien, including all claims, charges, taxes, or penalties and demands that may be made by a Governmental Authority in Canada, requiring me to pay income tax under the Income Tax Act (Canada).

#### **Nature of Settlement Payments**

31. I also hereby state and acknowledge, as agreed to by the Parties, that all Settlement Payments made, or other benefits provided pursuant to the Settlement Agreement constitute (i) a recovery on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, or (ii) if the Internal Revenue Code does not apply to me, it is intended to constitute a non-taxable payment of general damages for personal injury, and no portion of the payments or benefits received represent punitive or exemplary damages, nor prejudgment or post judgment interest, nor non-physical injuries. I hereby waive and dismiss with prejudice any and all present or future claims for punitive or exemplary damages and waive any and all future claims for punitive or exemplary damages.

#### **Indemnification for Released Claims and Liabilities; Contribution and Indemnity Claims Extinguished**

32. I, on behalf of myself and other Releasing Parties, hereby agree to INDEMNIFY and HOLD HARMLESS each Released Person from and against the following: (i) any and all Claims that may be asserted, made or maintained at any time by, on behalf of, or for the benefit of, any Releasing Party, or someone claiming by, through or under any

Releasing Party, against any Released Person, in any way arising from, relating to, or in connection with, in whole or in part, the Released Claims and Liabilities; (ii) any and all damages, losses, costs (including, but not limited to, court costs), expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Released Person arising from, relating to, or in connection with any Claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such Claim) and/or, without limitation of the foregoing, any breach by me, my representatives or Counsel of any of the terms of this Release; and (iii) any and all Claims made or asserted (prior to, on or after the date of this Release), including claims for contribution and/or indemnity, by any other person or entity against any Released Person in any way arising from, relating to, or in connection with, in whole or in part, the Released Claims and Liabilities that are released herein.

33. Further, to the extent necessary under law to give effect to the preceding Paragraph 32 above and/or to extinguish claims for contribution and/or indemnity against any Released Person for the Released Claims and Liabilities, or to satisfy such indemnity obligation that arises due to a contribution or indemnity claim by a third party, I, on behalf of myself and other Releasing Parties, further agree (i) to reduce any judgment Releasing Parties might recover against any Person other than a Released Person by release and discharge in an amount, fraction, portion, or percentage necessary under applicable state or federal law to bar, eliminate, or satisfy claims against the Released Persons for contribution and/or indemnity to the fullest extent permitted by applicable state or federal law arising from any Claims or Liabilities hereby released, including any amount re-allocated by applicable state or federal statute or common law to Released Persons resulting from uncollectibility and/or insolvency of other Persons determined to be at fault, as well as (ii) to indemnify and hold harmless any Released Persons in accordance with the preceding Paragraph 32 above as may still be necessary after having performed clause (i) above of this Paragraph 33. Releasing Parties shall execute any additional documentation that may be required under applicable federal, state, provincial, or territorial law of any jurisdiction in order to give effect to this provision.

### **Confidentiality**

34. Releasing Parties and Released Persons recognize that all have an interest in maintaining the confidentiality of the amount of any individual Settlement Payment. Neither Releasing Parties nor Released Persons wish to publicize the amount of individual Settlement Payments. Therefore, it is agreed that Releasing Parties or their Counsel will not publicize or disseminate, or cause to be publicized or disseminated, the amount of any Settlement Payment except as is necessary for disclosure to family members, tax and estate planning, insurance coverage, Lien resolution, and/or normal reporting business purposes, or as may be required in connection with court proceedings or as otherwise required by law or judicial process or ethical obligations. This agreement of confidentiality extends to all Releasing Parties and Released Parties, their heirs, family members, attorneys, agents and representatives and, specifically bars, but is not limited to, disclosure or publication in any medium, including without limitation, radio, television, newspaper, magazines, internet and/or social media. Released Persons and

Releasing Parties expressly have agreed that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other, and that the parties specifically have in mind that no part of the settlement consideration is paid or given for this reciprocal agreement to keep the amount of individual Settlement Payments confidential. If this covenant of confidentiality is breached, the party in breach will be legally liable for any harm and loss that are proximately caused by the breach. Nothing herein confers confidentiality to the otherwise public nature of the gross settlement amounts and settlement terms of the Settlement Agreement or the Testing, but the confidentiality herein applies to any Settlement Payment specifically issued to me. I further agree that to the extent information covered by this confidentiality provision is subpoenaed or disclosure is required by court order, I or my counsel will immediately inform the NHL via the notice provisions of the Settlement Agreement.

### **Acknowledgement of Comprehension and Informed Consent**

35. **I, ON BEHALF OF MYSELF AND OTHER RELEASING PARTIES, AM ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, THE NHL OR ANY OTHER PERSON. I UNDERSTAND, ACKNOWLEDGE AND ACCEPT: (I) THE NATURE AND POTENTIAL FUTURE IMPACT OF THE ALLEGED INJURIES, CONDITIONS, AND RISKS, (II) THE RISK AND EXPENSE OF CONTINUED LITIGATION WITHOUT ANY GUARANTEED OUTCOME, AND (III) THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE PURSUANT TO THE SETTLEMENT AGREEMENT. I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE AGREEMENT AND HAVE READ THIS RELEASE, AND I HAVE HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF MY CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THE AGREEMENT AND THIS RELEASE AND MY DECISION TO PARTICIPATE IN THE SETTLEMENT AGREEMENT AND PROVIDE THIS RELEASE, AND THAT COUNSEL ANSWERED MY QUESTIONS.**
36. **I FURTHER ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF ALL THE MATTERS REFERENCED IN THIS RELEASE, INCLUDING PARAGRAPHS 35-38, BY MY COUNSEL WHO IS EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, INCLUDING, WITHOUT LIMITATION: (I) THE AVAILABLE TESTING AND POSSIBLE QUALIFYING REFERRED NEUROLOGIST EXAMINATION AND BASIC BLOOD WORK, IF ANY, FOR MY OWN BENEFIT AND THE COST FOR WHICH WILL BE PAID BY THE NATIONAL HOCKEY LEAGUE SEPARATE FROM THE SETTLEMENT AMOUNT AS SET FORTH IN THE SETTLEMENT AGREEMENT, (II) THE POSSIBLE OPPORTUNITY TO APPLY FOR A PAYMENT FROM THE ADDITIONAL PAYMENT FUND, IF I QUALIFY UNDER THE TERMS OF THE SETTLEMENT AGREEMENT AND THE CRITERIA TO BE DEVELOPED BY THE CLAIMS ADMINISTRATOR IN CONSULTATION AND COOPERATION WITH CO-LEAD PLAINTIFFS' COUNSEL, AND (III) THE AGGREGATE PORTION OF THE SETTLEMENT AMOUNT FROM WHICH PAYMENTS WILL BE MADE FOR SETTLEMENT PAYMENTS, INCLUDING PLAINTIFF FACT SHEET SUPPLEMENTS, SETTLING PLAINTIFFS SERVICE AWARDS, PAYMENTS FROM THE ADDITIONAL PAYMENT FUND, THE ADMINISTRATIVE EXPENSES, AND**

**AGGREGATE SETTLING PLAINTIFFS' ATTORNEYS' FEES AND COSTS, AND THAT COUNSEL ANSWERED ANY QUESTIONS I ASKED.**

- 37. I FURTHER UNDERSTAND THAT ANY AMOUNTS PAID TO ME WILL BE PAID SUBJECT TO THE PROVISIONS OF THE SETTLEMENT AGREEMENT AND THIS RELEASE, INCLUDING THE PROVISION ON LIENS. THIS FACT SHALL IN NO WAY AFFECT THE VALIDITY OR EFFECT OF THIS RELEASE OR ANY STIPULATION OF DISMISSAL WITH PREJUDICE PROVIDED BY ME OR ON MY BEHALF.**
- 38. I ALSO ACKNOWLEDGE AND ACCEPT THAT THE SETTLEMENT AGREEMENT IS TO RESOLVE THE CLAIMS OF NUMEROUS CLAIMANTS AND THAT THE SETTLEMENT PAYMENTS TO ME MAY BE FOR A SUM DIFFERENT THAN SETTLEMENT PAYMENTS TO OTHER PLAINTIFFS, UNFILED CLAIMANTS OR ADDITIONAL PLAINTIFFS, IF ANY. I ALSO ACCEPT AND AGREE TO THE TERMS OF THE SETTLEMENT AGREEMENT THAT ESTABLISHES THE PORTIONS OF THE SETTLEMENT AMOUNT AVAILABLE TO PAY SETTLEMENT PAYMENTS, THE AGGREGATE EXPENSES OF THE CLAIMS ADMINISTRATOR, LIEN ADMINISTRATOR AND OTHER ADMINISTRATIVE EXPENSES, AND THE AGGREGATE SETTLING PLAINTIFFS' COUNSELS' FEES AND COSTS.**

**Waiver of Certain Provisions Regarding Timing of Any Payments**

- 39. If the jurisdiction whose laws are applicable to my case enacted, promulgated or otherwise adopted any law or rule containing provisions that establish specific time periods within which funds, if any, must be paid to me in connection with the release of such claims and dismissal of such civil action (including, but not limited to, Pennsylvania Rule of Civil Procedure 229.1), I hereby (i) specifically and expressly waive (to the fullest extent permitted by applicable law) my rights under any such provisions, and (ii) agree that any Settlement Payments shall be made solely in accordance with the terms and conditions of the Settlement Agreement.**

**Submission to Authority of Claims Administrator and Others**

- 40. I, on behalf of myself and other Releasing Parties, irrevocably agree, upon the Effective Date, to be bound by the decisions of Retired Magistrate Judge Jeffrey Keyes and the private neutral Claims Administrator and Lien Administrator to whose authority under the Settlement Agreement I, and other Releasing Parties, voluntarily submit and agree in connection with any Settling Plaintiff Service Awards, payments from the Additional Payment Fund, or other issues under the Settlement Agreement. I, on behalf of myself and other Releasing Parties, consent and agree that the Claims Administrator's, Lien Administrator's and Judge Keyes' final decisions regarding any issues under the Settlement Agreement are binding and Non-Appealable as provided under the Agreement and all rights to review or appeal (judicial or otherwise) are waived by me and other Releasing Parties.**

**No Admission of Fault**

41. I, on behalf of myself and other Releasing Parties, understand and agree that NHL has entered into the Agreement solely by way of compromise and resolution. The Agreement, and this Release, and any Settlement Payments are not, and shall not be construed at any time to be, an admission of any fact or of liability, responsibility or fault of or by the National Hockey League or any other Released Person. This Release or any of its terms may not be admitted into evidence in any current or future proceeding, except to enforce its terms.

**Representations and Warranties**

42. I, on behalf of myself and other Releasing Parties, hereby represent and warrant that I, and other Releasing Parties, have full power, authority and capacity to enter into this Release on behalf of myself and other Releasing Parties, which is enforceable in accordance with its terms. Except as set forth with respect to any Liens, I have the sole right to receive any Settlement Payments. Neither I nor other Releasing Parties has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.
43. I, on behalf of myself and other Releasing Parties, further specifically warrant and represent that to the extent any bankruptcy action is pending, I will take all necessary actions to notify any appropriate Bankruptcy Court of this Plaintiff Release and Settlement Payments and will fulfill all obligations to said Bankruptcy Court. I, on behalf of myself and other Releasing Parties, further agree to indemnify, defend, and hold harmless the Released Persons from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorney's fees that result from the failure, if any, of me to fulfill my obligations to said Bankruptcy Court. In any Bankruptcy proceedings regarding this Release, Releasing Parties will seek to maintain the confidentiality of any information subject to the confidentiality provisions of this Release. Upon request, I further agree that I will provide written confirmation that I fulfilled said Bankruptcy Court obligations. I, on behalf of myself and other Releasing Parties, acknowledge that NHL entered into the Settlement Agreement in reliance upon the representations and warranties made in this Release.

**Governing Law**

44. This Release shall be governed by and construed in accordance with the substantive law of the State of New York, without regard to any choice-of-law rules or principles that would require the application of the law of another jurisdiction.

**Severability**

45. I, on behalf of myself and other Releasing Parties, agree that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be

deemed amended to delete the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment shall apply only to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

**Legal Representatives**

46. If I am signing this Release as a legal representative of a person or an estate of such person, then (i) all references in this Release to my injury or allegations shall also mean the injury or allegations of such allegedly injured person or decedent, (ii) all references in this Release to any person claiming by, through or under, or in relation to, me shall also mean any person claiming by, through or under, or in relation to such allegedly injured person or decedent, and all references to me shall also mean such allegedly injured person or decedent as the context so requires, (iii) if such allegedly injured person or alleged decedent is not deceased, he or she shall also be a Releasing Party, (iv) if such allegedly injured person or decedent is deceased, I am executing this Release both individually and on behalf of the estate of such allegedly injured person or decedent, and (v) prior to the submission of this Release, I have or will obtain judicial approval of this Release at my own expense, to the extent required under applicable law. Evidence of my being the authorized legal representative shall be included with the executed release.

**Miscellaneous**

47. Where the context so requires, terms used in the singular in this Release shall be deemed to include the plural and vice versa.

**Certification of Medicare Status**

48. (If a U.S. resident) Have you ever been enrolled in Medicare, Medicaid, or other Governmental Authority health care program now or in the past? **[Check one]**

Yes:\_\_\_

No:\_\_\_

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I (we) have executed this Release and Covenant Not to Sue effective as of the date set forth under my name below:

SIGNATURE BY RELEASING PARTY <sup>1</sup>	
Signature of Releasing Party:	
Printed Named:	
Social Security No.	
Date of Birth:	
Date of Signature:	<div style="text-align: center;">           ____/____/____            (month) (day) (year)         </div>

SIGNATURE BY RELEASING SPOUSE OF RELEASING PARTY	
Signature of Spouse of Releasing Party:	
Printed Named:	
Social Security No.	
Date of Birth:	
Date of Signature:	<div style="text-align: center;">           ____/____/____            (month) (day) (year)         </div>

<sup>1</sup> [INSTRUCTION: The Release must be executed with the Personal Signature of the Releasing Party and it is preferred that its execution should be notarized. If the Release is not notarized, it must be witnessed by an unrelated third-party adult. If the Releasing Party is married and a resident of California, the Release must also be agreed to and executed by the Spouse of the Releasing Party]

<b>NOTARIZATION (Preferred)</b>		
BEFORE ME, the undersigned authority, the Person(s) known to be the Releasing Party (ies) named above personally appeared before me on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.		
<b>State/County or Territory of Release Execution</b>		
<b>Signature by Notary:</b>		
<b>Notary Public in and for the State or Jurisdiction of:</b>		
<b>Date Notary Commission Expires:</b>	____/____/____ (month) (day) (year)	Notary: _____ Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
<b>Place Notary Seal or Stamp in this Space:</b>		
	Notary: _____ Check here if your jurisdiction does not require a seal or stamp.	

**WITNESSED BY UNRELATED THIRD-PARTY ADULT (Required if not Notarized)**

<b>SIGNATURE OF PERSON WITNESSING EXECUTION BY RELEASING PARTY</b>	
<b>Signature of Unrelated Witness:</b>	
<b>Printed Named:</b>	
<b>Address:</b>	
<b>Date of Signature:</b>	____/____/____ (month) (day) (year)

**CERTIFICATION OF COUNSEL ON EXECUTION BY RELEASING PARTY**

I, \_\_\_\_\_, hereby represent and declare that \_\_\_\_\_ ("Releasing Party") is currently represented by the undersigned Counsel. I have provided Releasing Party with a copy of the Release to which this Certification of Counsel is attached and have made available to Releasing Party a copy of the Settlement Agreement referred to in the Release (with all exhibits). I answered any and all questions Releasing Party asked. I hereby certify that Releasing Party has had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents. I further agree to the "Confidentiality" section and my obligations as Counsel as set forth in this Release.

**BY COUNSEL FOR RELEASING PARTY:**

By: \_\_\_\_\_  
Name:  
Firm:

Dated: \_\_\_\_\_

**CERTIFICATION OF COUNSEL AGREEING TO THE SETTLEMENT AGREEMENT<sup>2</sup>**

I, \_\_\_\_\_, hereby represent and declare that \_\_\_\_\_ ("Releasing Party") is currently represented by the undersigned Counsel. I have not signed the Settlement Agreement dated as of October 2018 ("Settlement Agreement") or previously signed a Certification of Counsel Agreeing To The Settlement Agreement in connection with another Settling Plaintiff, but do hereby agree to be bound to: (i) the terms of the Settlement Agreement that apply to the terms "Plaintiffs' Counsel" and "Settling Plaintiffs' Counsel" as if I had executed the Settlement Agreement, and (ii) the "Confidentiality" section and my obligations as Counsel as set forth in this Release.

**BY COUNSEL FOR RELEASING  
PARTY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Firm: \_\_\_\_\_

Dated: \_\_\_\_\_

---

<sup>2</sup> To be signed by Counsel for a Settling Person who has not executed the Settlement Agreement and has not previously signed a Certification of Counsel Agreeing to the Settlement Agreement.

# **Exhibit E**

## **Testing Protocol**

## **TESTING PROTOCOL**

The Testing (the “Testing”) will take a snapshot in time of a Testing Participant and will consist of cognitive, mood and behavioral testing (the “Tests” or “Testing”) administered by Fellow or Professional members of the Sports Neuropsychology Society (“SNS”). A description of the requirements for membership in the SNS is attached to this Exhibit as an Appendix. The Tests provide a comprehensive yet efficient screening evaluation.

The Tests will include a specialized battery of standardized neuropsychological, psychological, and other assessments that are designed to assess cognitive function, including memory, language, and visuospatial functions, as well as mood and behavior. The Tests also assess symptom validity and include the following domains of functioning: Verbal and Visual Learning, Verbal and Visual Memory, Sustained Attention, Divided Attention, Concentration, Simple and Complex Sequencing, Processing Speed, Reaction Time, Information Processing Speed, Verbal Fluency, Executive Functioning, Expressive and Receptive Language, and Psychological Functioning.

Test results will be reported as set forth on the Standardized Test Report.

The following Testing battery will be administered and interpreted by the Testing Neuropsychologists:

### **1. Cognitive Tests**

- (a) **ImPACT Testing:** ImPACT is an online computer-based test that consists of individual test modules that evaluate multiple aspects of neurocognitive functions, including memory, attention, brain processing speed, and reaction time. From these six tests, four separate composite scores are generated for verbal memory, visual memory, visuomotor speed, and reaction time. Normative data on ImPACT exist for persons up to age 60. Classifications will be made relative to that group for Testing Participants up to age 60. Due to lack of appropriate normative data on ImPACT for persons older than 60, ImPACT scores will not be classified into levels of functioning.
- (b) **Pencil and Paper Neuropsychological Test Battery:**
  - (i) **Hopkins Verbal Learning Test-Revised (“HVLTR”):** The HVLTR is a list-learning test that measures episodic verbal memory. During this test, a series of words is read out loud, and the Testing Participant will be asked to recall those words immediately, as well as 20 -30 minutes later. Large normative samples exist for purposes of classification of Testing Participants’ HVLTR data. The HVLTR has been shown to have good validity and reliability.
  - (ii) **Brief Visuospatial Memory Test – Revised (“BVMTR”):** In the BVMTR, a visual display of six simple figures are arranged in a 2

$\times 3$  matrix on an  $8 \times 11$  booklet, which is shown to participants for each of three consecutive 10-second trials. After each trial, participants are to draw as many designs as accurately as they can remember in the correct location. They again are asked to reproduce the designs in the exact layout after a 25-minute delay filled with other distractor tasks. A forced-choice recognition trial is administered immediately following the delayed memory trial. Scoring is based on the accuracy of the drawings and the location of the figures. Large normative samples exist for purposes of individual test classification for the BVMT-R. This test has been shown to have good validity and reliability.

- (iii) Color Trails Test (“CTT”) (Foreign Language Players) or Trail Making Test (“TMT”) (English speakers): CTT is a language-free version of the Trail Making Test TMT. Both tests are widely used to measure sequencing abilities, sustained attention, and divided attention in adults. Large normative samples exist for purposes of classification of individual test data. This test has been shown to have good validity and reliability.
- (iv) Symbol Digit Modalities Test (“SDMT”) + Incidental Memory: The SDMT assesses how the left and right hemispheres of the brain integrate the interpretation of visual-spatial, spatial-constructional and nonverbal reasoning functions with language processing. Large normative samples exist for classification of SDMT test data. This test has been shown to have good validity and reliability.
- (v) Verbal Fluency (“FAS”)/ Category (Semantic) Fluency: The FAS measures phonemic word fluency, which is a type of verbal fluency. It assesses phonemic fluency by requesting an individual to orally produce as many words as possible that begin with the letters F, A, and S within sixty (60) seconds. Semantic Fluency also is assessed by asking individuals to produce as many words as possible from common categories of words (e.g., animal, fruits) within sixty (60) seconds. Successful word retrieval requires executive control over cognitive processes such as selective attention, mental set shifting, and internal response generation. Large normative samples exist for purposes of classification of these test data. This test has been shown to have good validity and reliability.
- (vi) Rey–Osterrieth Complex Figure Test - Revised (“ROCF-R”): The ROCF-R requires examinees to reproduce a complicated line drawing, first by copying it freehand, and then drawing from memory. Successful completion of the test requires intact visuospatial abilities, memory, attention, planning, and working

memory. Large normative samples exist for purposes of classification of ROCF-R test data. This test has been shown to have good validity and reliability.

- (vii) Wide-Range Achievement Test (Reading) OR Wechsler Test of Premorbid Functioning: These tests are designed to assess word reading, which is used neuropsychologically to estimate “premorbid” or “baseline” intellectual functioning. Large normative samples exist for purposes of classification for these tests. These tests have been shown to have good validity and reliability. These tests cannot be used for individuals with a history of Reading Learning Disability. For these individuals, alternative non-verbal measures will be chosen.

2. **Mood And Behavioral Inventory Tests:** The following testing battery will be performed by the Testing Neuropsychologists to assess mood and behavior:

- (a) Brief Symptom Inventory (“BSI-18”): The widely-used BSI-18 provides a highly sensitive assessment of psychological factors. The BSI-18 contains three six-item scales for measuring somatization, depression, and anxiety, as well as a Global Severity Index.

**OR**

- (b) Personality Assessment Screener (“PAS”): The PAS assesses the potential for clinically significant emotional and behavioral problems. The following clinical domains are assessed: negative affect, acting out, health problems, psychotic features, social withdrawal, hostile control, suicidal thinking, alienation, alcohol problems, and anger control.

**AND**

- (c) Geriatric Depression Scale (“GDS”): The GDS should only be used for any Testing Participants who are over the age of 55. The GDS uses thirty (30) yes- or no-answered questions to assess potential depression in older individuals. Large normative samples exist for individuals over the age of 55 for purposes of classification of GDS data. This test has been shown to have good validity and reliability.

**OR**

- (d) The Beck Depression Inventory (“BDI”): The BDI should be used only for any Testing Participants who are 55 years of age or under. The BDI uses twenty one (21) multiple choice questions to assess potential clinical depression. Large normative samples exist for purposes of classification of BDI scores. This test has been shown to have good validity and reliability.

3. **Other Tests:**

- (a) Modified Balance Error Scoring System (“M-BESS”): M-BESS tests static balance. M-BESS requires balancing in three stances: double leg, single leg and tandem stance each performed for twenty (20) seconds with eyes closed, hands placed on hips and standing barefoot on a firm surface. This test is normally used for acute assessment of concussion and measures balance at one specific point in time. This test is of limited use when administered in the absence of injury or when administered five or more days after injury. Adequate normative samples from older individuals or retired athletes who have not recently sustained an injury do not exist for purposes of evaluating balance at a specific point in time.
- (b) Structured Inventory of Malingered Symptomology Test (“SIMS”): SIMS is a psychometric test that measures neurological and psychiatric symptom exaggeration and/or feigning. Large normative samples exist for purposes of classification for this test. This test has been shown to have good validity and reliability.

## **Requirements for Membership (Only Fellows and Professional Members will be recruited for this project).**

There are four (4) classes of members: Fellow, Professional, Associate, and Student. All members of the Society shall be subject to the By-laws of the Society and to any subsequent revisions or amendments.

1. Fellow. Fellow status shall be reserved to those professional members in good standing for at least five years who have contributed significantly to the science and/or profession of sports neuropsychology. Fellows shall have full voting privileges, may hold elected office, and may be members of committees.
2. Professional. A professional member shall have completed doctoral or post- doctoral academic coursework in the assessment and/or remediation of neuropsychological conditions, and hold a doctoral degree in psychology from an accredited university. Professional members will have at least 3 years of post-doctoral, professional experience in sports neuropsychology.

A professional member with a primary clinical focus must meet the criteria below:

1. Meets the definition of a clinical neuropsychologist, as set by either APA Division 40, National Academy of Neuropsychology, Houston Conference Guidelines, or appropriate equivalent national standards (e.g., in the applicant's country of practice), and
2. Current clinical practice related to sports neuropsychology, and
3. Continuing education in the area of sports neuropsychology.

OR

A professional member with a primary research focus must meet the criteria below:

1. Evidence of doctoral or post-doctoral training in neuropsychology or the neurosciences.
2. Current research with scholarly, peer-reviewed articles relevant to the area of sports neuropsychology.
3. Continuing education in the area of sports neuropsychology.

Applicants for Professional Membership must submit two letters of recommendation attesting to the applicant's work in sports neuropsychology, at least one of which must be from a neuropsychologist.

# **Exhibit F**

## **Testing Election Form**

**TESTING ELECTION FORM (Optional)**

**Instructions:**

This Testing Election Form (“Election Form”) may be submitted by Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs if they wish to elect to participate in the Testing available under the Settlement Agreement (the “Testing” or “Tests” ) after the Effective Date and hence become a Testing Participant. Defined terms (with initial capitalization) used in this Election Form that are not otherwise defined herein have the definitions given them in the Settlement Agreement.

**Participating in the Testing is optional.**

**A Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff can decide to take his Settlement Payment and elect not to undergo the Testing so long as he submits the required Release and, if applicable, a Stipulation of Dismissal.**

The costs of the Testing will be paid for by the NHL, as set forth in the Settlement Agreement. A Testing Participant will have up to two (2) years from the date the Testing period commences under Section 9.3 of the Settlement Agreement to schedule and undergo the Testing. The Testing consists of cognitive, mood, and behavioral testing administered by neuropsychologists who are Fellows or Professionals in the Sports Neuropsychological Society. The Testing will provide a snapshot of a Testing Participant’s cognitive function, including memory, language, and visuospatial functions, as well as mood and behavior. The Tests provide a comprehensive yet efficient screening evaluation.

(a) Additionally, if the Testing shows that a Testing Participant meets the criteria for impairment set forth in Exhibit G to the Settlement Agreement, that Testing Participant will be referred for a neurological examination and basic blood work, as set forth in the Settlement Agreement. If found impaired by the Testing as set forth in the Settlement Agreement, a Testing Participant also may qualify for a payment from the Additional Payment Fund up to maximum of \$75,000.00 in accordance with the terms of the Settlement Agreement and the criteria and procedures to be established by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs’ Counsel.

By submitting this Election Form, the Settling Plaintiff, Settling Unfiled Claimant or Settling Additional Plaintiff shall be deemed to have agreed to be bound by all of the terms and conditions of the Testing contained in the Settlement Agreement, including the Testing Protocol and Standardized Test Report attached as Exhibits to the Settlement Agreement.

Please complete and return this form to your Counsel or the Testing Administrator. If you wish to submit this Election Form by mail it must be properly addressed with the appropriate postage and postmarked by the deadline below and mailed either to your Counsel or the Testing Administrator at the following address:

**[Address of Testing Administrator]**

The **DEADLINE** to submit this ELECTION FORM is seventy-five (75) days after the Effective Date of the Settlement Agreement, which deadline your Counsel can provide to you.

**ELECTION FORM**

2. Please fill in your name and primary residential address:

_____ Name			
_____ Street	_____ City	_____ State	_____ Postal Code
_____ Telephone		_____ Email	

3. Please indicate which of the following applies to you:

- (a) Settling Plaintiff Listed in Exhibit A to the Settlement Agreement: \_\_\_\_\_
- (b) Settling Unfiled Claimant Listed in Exhibit C to the Settlement Agreement: \_\_\_\_\_
- (c) Settling Additional Plaintiff Listed in Exhibit I to the Settlement Agreement: \_\_\_\_\_

4. By signing this form, you agree to the following provisions:

(a) I, the undersigned, a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff, do hereby certify under penalty of perjury that I have read, understand, accept and agree to all of the terms, benefits, conditions, limitations, obligations, and provisions of the Settlement Agreement pertaining to the Testing, including without limitation, the terms, benefits, conditions, limitations, obligations, and provisions of the Testing Protocol and the Standardized Test Report (both of which are attached as Exhibits to the Settlement Agreement) and the Additional Payment Fund, including the criteria developed by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs' Counsel.

(b) I further certify that I am competent to accept and sign this Election Form. My execution of this Election Form constitutes my unequivocal participation in, and agreement to, the Testing as a Testing Participant in lieu of executing the Settlement Agreement.

(c) I further certify that I will execute any informed consent forms as required by any medical professional that I see pursuant to the Testing.

(d) I further certify that I agree to waive and release any claims, liabilities, damages or expenses against any Testing Neuropsychologist and/or neurologist arising out of, or relating

to, the scope of: (i) the Testing, (ii) the Tests administered, or (iii) any examination performed, as defined and limited by the Testing set forth in the Settlement Agreement and Exhibit E to the Settlement Agreement.

(e) I authorize the disclosure of all health and/or medical and/or insurance information about me protected by any applicable privacy or health privacy law, such as the Health Insurance Portability and Accountability Act (“HIPAA”), by any Testing Neuropsychologists or examining neurologists for the purpose of evaluating any application I make to receive a payment from the Additional Payment Fund established pursuant to the Settlement Agreement. I expressly authorize all covered entities under HIPAA referred to above to disclose my health and/or medical and/or insurance information, including my Standardized Test Report, to: (1) the Claims Administrator, (2) the Lien Administrator, (3) any third-party administrator for the Additional Payment Fund working with the Claims Administrator, including to determine or confirm eligibility for payment from the Additional Payment Fund, (4) my Counsel, and (5) the Testing Administrator under the Settlement Agreement but only to the extent necessary to learn of the fact of referrals under the Agreement, information necessary to address the logistics and costs of such Testing, referred examinations, and basic blood work under the Agreement.

(f) I also agree to execute any additional authorizations required by a covered entity to permit the disclosures of protected health, medical and/or insurance information as set forth in this Election Form

(g) I acknowledge the potential for protected information disclosed pursuant to this authorization to be subject to re-disclosure by a recipient and thus no longer be protected under 45 CFR 164.508. Any facsimile, copy or photocopy of the authorization shall authorize you to release the records herein. This authorization remains in effect for the duration of my participation in the Testing and in connection any application for, and payments from, the Additional Payment Fund.

(h) I have had an opportunity to discuss this Election Form with legal counsel and medical professionals of my choice prior to executing it. I understand that I may settle my Claims by the Release and receive a Settlement Payment without participating in the Testing, which is optional.

(i) I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Election Form is true and correct to the best of my knowledge, information, and belief. I understand that my Election may be subject to audit, verification, and review by the Testing Administrator and Claims Administrator.

5. My Counsel is (name/firm/address): \_\_\_\_\_  
\_\_\_\_\_

6. The Claims Administrator is: \_\_\_\_\_  
\_\_\_\_\_

7. The Lien Administrator is: \_\_\_\_\_  
\_\_\_\_\_

8. The Testing Administrator is: \_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, I have executed this Election Form effective as of the date set forth under my name below:

SIGNATURE BY ELECTING PARTY	
<b>Signature of Electing Party:</b>	
<b>Printed Named:</b>	
<b>Social Security No.</b>	
<b>Date of Birth:</b>	
<b>Date of Signature:</b>	<div style="text-align: center;">           ____/____/____            (month) (day) (year)         </div>

# **Exhibit G**

## **Test Report**

Clinician Name: \_\_\_\_\_ Degree: \_\_\_\_\_  
Address: \_\_\_\_\_

---

### Standardized Test Report

Testing Participant Name: \_\_\_\_\_

Evaluation Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Handedness: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Highest Education Level: \_\_\_\_\_ First Language: \_\_\_\_\_

Preferred Language \_\_\_\_\_

Date of Report: \_\_\_\_\_

The purpose of this Standardized Test Report is to provide a “snapshot in time” of the Testing Participant’s cognitive, mood, and behavioral functioning. The Testing includes the tests and measures indicated below, as agreed upon in the Settlement Agreement settling, among other things, claims brought in *In re National Hockey League Players’ Concussion Injury Litigation*, MDL No. 14-2551. The test results presented herein reflect the Testing Participant’s current functioning on standardized measures across cognitive, mood, and behavioral domains as well as symptom validity. This Testing and the related data are limited in scope and are not intended to answer questions regarding etiology, differential diagnoses, or explanations regarding possible causes for levels of functioning (other than possible difficulties with test administration and testing equipment malfunctions). If requested by a Testing Participant, any referrals for more comprehensive evaluations or treatment, to be provided at the Testing Participant’s expense, are indicated herein.

#### Tests Administered:

##### Premorbid Functioning

ACS Test of Premorbid Functioning (or) Wide-Range Achievement Test (Reading)

##### Cognitive Measures

Immediate Post-Concussion Assessment and Cognitive Test (ImPACT)

Hopkins Verbal Learning Test – Revised (HVLT-R)

Brief Visuospatial Memory Test - Revised (BVM-T-R)

Color Trails Test (Foreign Language Players)

Trail Making Test (English Language)

Symbol Digit Modalities Test (SDMT) with Incidental memory

Verbal Fluency Test/ Category (Semantic) Fluency

Rey–Osterrieth Complex Figure Test – Revised (ROCF-R)

Mood and Behavior

Brief Symptom Inventory – 18 (BSI-18) or Personality Assessment Screener (PAS)  
Geriatric Depression Scale (GDS) (**For use with Testing Participants age 55 and over only**) or Beck Depression Inventory (BDI) (**For use with Testing Participants under the age of 55 only**)

Other

Modified Balance Error Scoring System (M-BESS)  
Structured Inventory of Malingered Symptomology Test (SIMS)

**Premorbid Functioning Test Results:**

The results of the ACS Test of Premorbid Functioning (or) Wide-Range Achievement Test (Reading) suggest that **TESTING PARTICIPANT X** was functioning in the (**significantly below average, below average, average, high average, or superior**) range of intellectual functioning.

**Cognitive Measures Test Results:**

The following percentile rankings apply to each of the tests administered as part of the Testing:

<u>Descriptor</u>	<u>Percentile Rank</u>	<u>Z Score</u>
Superior	>90 <sup>th</sup> percentile	>1.3 Z
Above Average	74-89 <sup>th</sup> percentile	0.6-1.3Z
Average	25-73 <sup>rd</sup> percentile	+/- 0.6
Below Average	24-3 <sup>rd</sup> percentile	-1.9 to -0.59
Impaired	<3 <sup>rd</sup> percentile	-2.0 & below

**Symptoms**

On ImPACT **TESTING PARTICIPANT X** endorsed a total of **XX** symptoms with a symptom severity score of **XX**. Symptoms with the highest level of endorsement include: **XXX**.

**Cognitive**

On the ImPACT Clinical Composite scales **TESTING PARTICIPANT X** generally scored within the **XXX (average, significantly below average/impaired, significantly above average)** range. Specifically, he scored within the **XXX** range on the Verbal Memory composite, the **XXX** range on the Visual Memory, the **XXX** range on

the Visual Motor Speed composite, and with the **XXX** range on the Reaction Time composite.<sup>1</sup>

On a sports-concussion specific neuropsychological test battery **TESTING PARTICIPANT X** obtained the following performance:

<b><u>Domain of Functioning</u></b>	<b><u>Level of Functioning*</u></b>
Verbal Learning (HVLT-R)	<b>XXX</b>
Verbal Memory (HVLT-R)	<b>XXX</b>
Verbal Fluency- Phonetic (FAS)	<b>XXX</b>
Verbal Fluency – Semantic (FAS/Sem)	<b>XXX</b>
Visual Attention (SDMT, TMT/CTT)	<b>XXX</b>
Visual Learning (BVM-T-R)	<b>XXX</b>
Visual Memory (BVM-T-R/SDMT / ROCF-R)	<b>XXX</b>
Simple sequencing (Trails A/CTT-A)	<b>XXX</b>
Complex sequencing (Trails B/CTT-B)	<b>XXX</b>
Concentration (TMT/CTT, ROCF-R, ImPACT, FAS)	<b>XXX</b>
Processing Speed (TMT/CTT – SDMT)	<b>XXX]</b>

\* (Impaired, Below Average, Average, Above Average, Superior)<sup>2</sup>

### **Mood and Behavior Test Results (Classification of scores based on recommendations of test publisher):**

The BSI-18 is designed to indicate problems in psychological and behavioral functioning. **Testing Participant X's** responses suggest that he is experiencing (**normal or clinically significant**) levels of psychological distress (**Global Severity Index**). His clinical profile (**is / is not**) consistent with clinically significant levels of ....(**Somatization/Depression/Anxiety**).

**OR**

The PAS assesses the potential for clinically significant emotional and behavioral problems. **Testing Participant X's** responses suggest that he is at (**Normal, Mild, Marked**) risk for clinical problems. Specifically, he scored in the Normal range for ...., within the Mild range on ...., and within the Marked range on ....

The GDS **OR** BDI assesses symptoms of depression. **Testing Participant X's** responses suggest that he is at (**Normal, Mild, Marked**) risk for depression. Specifically, he

<sup>1</sup> Normative data on ImPACT exist for persons up to age 60. Classifications will be made relative to that group for Testing Participants up to age 60. Due to lack of appropriate normative data on ImPACT for persons older than 60, ImPACT scores will not be classified into levels of functioning.

<sup>2</sup> Bolded parentheticals in this sample report indicate fields where a Testing Neuropsychologist will provide individualized responses from a range of stated choices.

scored in the Normal range for ...., within the Mild range on ...., and within the Marked range on ....

**Structured Inventory of Malingered Symptomology Test (SIMS) Results:**

**Testing Participant X's** SIMS Total score of **XX** did not exceed the recommended cutoff score (>14) for identification of symptom invalidity.

**OR**

**Testing Participant X's** SIMS Total score of **XX** was significantly elevated above the recommended cutoff score (>14) for identification of symptom invalidity. He endorsed a high frequency of symptoms that are highly atypical in patients with confirmed psychiatric or cognitive disorders.

**OR**

An examination of **Testing Participant X's** SIMS data reveals a Total SIMS score within expectations although elevations on individual scales suggest the possibility of symptom invalidity. Specifically, his score on the **XX** scale indicates that he endorsed symptoms at a much higher frequency than is seen with patients who have confirmed impairments in this domain.

**Other Test Results:**

M-Bess measures balance. **Testing Participant X's** M-BESS scores are: [**XXX**]

Note: Due to lack of appropriate normative data M-BESS scores will not be classified into levels of functioning.

**Summary:**

Taken together, **TESTING PARTICIPANT X** appears to be generally functioning with the XXX range on measures of cognitive functioning. This level of functioning [falls below or is consistent with] his estimated level of premorbid functioning. Specifically, he exhibited strengths in **XXX** and weaknesses in **XXX**. Although weaknesses exist, they do not reflect impairment as defined above (<3rd percentile) **OR** Impairment was found in **XXX** domains of functioning with scores markedly lower than expected (<3rd percentile).

On a measure of psychological functioning **TESTING PARTICIPANT X** scored within normal levels with no indications of clinically significant problems as measured by this test. **OR, TESTING PARTICIPANT X** appears to be at risk for issues in the following

domains **OR**, **TESTING PARTICIPANT X** appears impaired in the following domains....]

The conclusions summarized above must be viewed with caution in light of indications that **TESTING PARTICIPANT X** may not have put forth adequate effort on the cognitive tests or may be magnifying symptoms and/or psychological conditions.

### **A. Neurologist Referral Under the Agreement**

**TESTING PARTICIPANT X** scored in the impaired range ( $< 3^{\text{rd}}$  percentile) on the following two or more domains of functioning: [XXX]. As set forth in the Settlement Agreement, he is eligible for a follow up neurological examination and basic blood work as described in the Settlement Agreement. I also informed him that he since he meets the classification of impaired in two (2) or more domains of functioning based on the classification standards set forth in the form of the Standardized Test Report, he may be eligible to apply for payments from the Additional Payment Fund for reimbursement for additional examinations, tests, procedures or services as set forth in the Settlement Agreement and criteria established by the PEC. The following referral is being made:

Neurologist Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

### **B. Other Referrals Requested by the Testing Participant**

I am referring the above named Testing Participant for the following additional evaluation(s) and/or treatment(s):

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Testing Participant X** understands that the NHL will not have any obligation or responsibility related to the costs of any such other referrals and/or further tests, evaluations, and/or treatment.

\_\_\_\_\_  
Signature (Clinician)

Date: \_\_\_\_\_

## Appendix A

## Test Data

(Scores listed on this page are for illustrative purposes only. It is subject to modifications.)

**ImPACT**

<u>Composite</u>	<u>Raw Score</u>	<u>Percentile</u>	<u>Classification</u>
Verbal Memory	77	31	Average
Visual Memory	67	24	Below average
Visual Motor Speed	24.88	<1	Impaired
Reaction Time	0.76	20	Below average
Impulse Control	9		
Total symptoms	0		
Cognitive Efficiency	0.25		

**Paper/Pencil Battery**

<b>Hopkins Verbal Learning Test</b>	<b>Raw Score</b>	<b>Z or T score</b>	<b>Classification</b>
Correct – Trial 1			
Trial 2			
Trial 3			
Recall Total Correct (1+2+3)			
Cluster Score – Trial 1			
Trial 2			
Trial 3			
Total Cluster Score (1+2+3)			
Delayed Recall – Correct Clusters			
Delayed Recall – Intrusions			
% Retained			
Recognition Correct			

**Digit Symbol**

Total Correct  
 Total Incorrect  
 Memory – Correct  
 Inconsistent Errors  
 Consistent Errors  
 Total Errors

**Verbal Fluency**

Total Correct

Total Incorrect

**Brief Visuospatial Memory Test**

Trial 1

Trial 2

Trial 3

Total (1+2+3)

Delayed Recall

% Retained (4/3x100)

**Trail Making Test**

Trails A – Time

Trails B – Time

**Digit Span**

Correct

**Mood/Behavior****PAS**

<u>Scale</u>	<u>Raw Score</u>	<u>P score</u>	<u>Risk for Clinical Problems</u>
PAS Total	30	93.82	Marked
Negative Affect (NA)	8	97.9	Normal
Acting Out (AO)	2	37.1	Marked
Health Problems (HP)	0	6.3	Normal
Psychotic Features (PF)	5	100.0	Marked
Social Withdrawal (SW)	4	91.5	Marked
Hostile Control (HC)	1	46.0	Mild
Suicidal Thinking (ST)	4	94.7	Marked
Alienation (AN)	4	82.9	Marked
Alcohol Problem (AP)	1	37.3	Normal
Anger Control (AC)	1	38.3	Normal

## BSI 18

Scale	Raw Score	T Score	Classification
Global Severity	15	58	Mildly Significant
Somatization	5	61	Moderately Significant
Depression	2	48	Normal
Anxiety	8	58	Normal

# **Exhibit H**

## **Sample Dismissal Form**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

	)	
In Re: National Hockey League	)	MDL Docket No. 14-2551 (SRN)
Players' Concussion Injury Litigation	)	
	)	
-----	)	
	)	
This Document Relates To Case:	)	
	)	Individual Case No. _____
_____	)	
	)	
_____	)	Transferor Court (if applicable):
	)	
	)	_____
_____	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

**IT IS STIPULATED AND AGREED** by Plaintiff and Defendants, through authorized counsel below, that pursuant to FRCP 41(a)(1)(A)(ii), the action of Plaintiff(s) \_\_\_\_\_ in the case identified above is hereby dismissed with prejudice and with each party to bear its own costs.

Dated: \_\_\_\_\_

Plaintiff(s)  
By authorized counsel:

Defendants  
By authorized counsel:

\_\_\_\_\_  
[Name]  
[Firm]  
[Address]  
[City, State, Zip]

*Counsel for Plaintiff(s)*

\_\_\_\_\_  
[Name]  
[Firm]  
[Address]  
[City, State, Zip]

*Counsel for Defendants*

# **Exhibit I**

## **List of Additional Plaintiffs**

EXHIBIT I

ADDITIONAL PLAINTIFFS

(to come)

# **Exhibit J**

## **Press Statement**

Press Release  
[insert Date Released]

Plaintiffs' Counsel in the consolidated multi-district litigation *In Re: National Hockey League Players' Concussion Injury Litigation*, MDL, 14-2551 SJN, and the National Hockey League announced today that they have reached a tentative non-class settlement of the Litigation.

This tentative settlement was reached after months of Court-ordered mediation overseen by the Honorable Jeffrey J. Keyes (ret.).

The NHL does not acknowledge any liability for any of Plaintiffs' claims in these cases. However, the parties agree that the settlement is a fair and reasonable resolution and that it is in the parties' respective best interests to receive the benefits of the settlement and to avoid the burden, risk and expense of further litigation.